INDEX TO VOLUME X.

DIGEST.

PAGE

Acceptance—Notice of, necessary to complete contract..... 7
Accident—Construction of policy...885
Accidental death—Suicide does not include accidental death.....489
Action—By administrator—Title to policy.....881
— Construction of statute.....481
— Demurrer.....161
— In case of assignment.....403
— New trial in case of undiscovered evidence—Concealment.....561
— Right of—Subrogation—Mortgagee242
— Right of—Wife's policy.....169
— Suit in equity barred by at law..409
— What will not justify a discontinuance.....721
Administrator—Title to policy—Action by.....881
Agent—Acts of—Forgery—Falsity of answers in application..... 82
— Answers by.....403
— Authority of.....331, 401, 566
— Company estopped from denying authority of—When..... 81
— Countersigning policy.....406
— Evidence competency of.....404
— Evidence of authority—Custom.. 81
— Evidence of—Waiver of prompt payment of premium.....883
— Keeping of benzine waived by...567
— Knowledge of—Application.....722
— Knowledge of waives policy.....244
— Knowledge of.....883
— Lien of company against funds in bank.....882
— Of company or insured—Authority to waive policy stipulation regarding other insurance.....321
— Of company or insured—Insurance of mortgagor's interest by mortgage through mistake of...481
— Of insured or of company.....803

PAGE

— Of both parties—Contract—Construction..... 7
— Power of to insure.....641
— Power of soliciting—Acceptance necessary to complete contract.802
— Recovery of money on bond of —Unauthorized insurance..... 3
— Waiver of consent by—Other insurance.....646
— When husband is wife's.....886
Agreement—To convey title.....570
Alienation—Change of interest.....322
— Foreclosure of mortgage in case loss payable to mortgagee.....801
— Notification to company without consent does not waive.....482
— Of part forfeits whole.....401
— Of a part forfeits policy when—Insurable interest.....323, 401
— Reformation of policy.....727
— Sale to mortgagee to whom loss was payable 323
Amalgamation—Withdrawal of stock —Insolvency 484
Answer in application—Practice....245
— Untrue and fraudulent in application—Agent 403
Application—Answers in—Evidence.163
— Answers in—Evidence—Burden of proof..... 9
— Answers in when a promissory warranty.....242
— Answers in when not a warranty—Evidence—Vacant.....169
— As evidence.....722
— Construction of—Intemperance..406
— Declarations by insured prior to, not admissible as evidence..... 82
— Effect of untrue and fraudulent answers in by agent 403
— Effect of warranty—Knowledge of agent 883
— Misstatements in.....722

PAGE

Application—Falsity of answers in —Acts of agent—Forgery 82
— Of premiums—Paid-up policy...166
— Power of soliciting agent—Acceptance necessary to complete a contract.....802
— Question of law—Practice..... 7
— Representations as to health—Evidence.....402
Arbitration—Effect of mistake.....323
Assignee—In bankruptcy—Endowment.....649
— Assignment of policy without knowledge of.....889
— Rights of..... 331
Assignment—Beneficiary—Title....168
—By insolvent to wife—Rights of creditors..... 5
— Mortgagee 242
— In case of benevolent association —Distinguished from will..... 4
— Of policy without consent of wife..... .331
— Priority of mortgage in case of..724
— Void—Title.....569
— What constitutes—Action in case403
— What is not..... ..641
Assessment—Levy of by directors—Premium note.....725
— Not liable for after surrender of policy 10
— Validity of—Premium note—When non-payment of avoids policy..247
— When Non-payment of avoids policy.....247
Attachment—When premium notes are liable to attachment.....488
Bankruptcy—Assignee in—Title....649
Beneficiary — Construction of by-laws.....404
— Rights of—Assignment 168
Benevolent association—Assignment of policy..... 4
— Beneficiary—Construction of by-law—Term child does not include grandchildren..... ...401
— Construction of rules—Title to funds—Construction of certificate.....161
Benevolent society—Insurable interest—Policy.....573
— Relations of members to.....802
Benevolent order—Title to fund of..568
Benzine—Waived by agent 567
Bill of particulars—Practice.....245
Bond—Liability of directors..... 8
Broker—Notice to—Waiver 326
Broker's clerk—Statement by not a warranty 404
Burden of proof—Application—Evidence 163
— Evidence..... 9

PAGE

— Practice... 487
Cancellation—Liability for premium note—Assessment..... 10
— Forfeiture—Construction.....162
— What constitutes repayment of unearned premiums.....722
Capital stock—Liability of stockholders—Construction of statute..483
Certificate—Construction of—Benevolent association.....161
— Magistrate's—Proofs of loss....408
Charter—Construction of mutual as to certificate of profits—Forfeiture—Cancellation 162
— Construction of—Taxation.....568
Child—Does not include grandchildren.. 404
— May include children by adoption... 805
Company—Claims against reinsuring in case of amalgamation and withdrawal of stock..... .484
— Injunction against will not excuse non-payment of premium.....327
— Knowledge of — Waiver—What constitutes vacancy.....169
Concealment—Fraudulent—Action..561
Consignees—Liability to consignors in case of insolvency of company 6
Consignors—Liability of to consignees 6
Consideration—Contract..... 562
Construction—Time of payment....648
— Contract—Acceptance—Practice. 7
— Guaranty—Lightning... 83
— Illinois statute..... 5
— Method of enforcement—Parol contract..... 646
— Negligence—Seaworthiness 6
— Of accident policy.....885
— Of application—Temperate.... .729
— Of by-law—Benevolent Association 404
— Of charter of mutual company as to certificate of profits—Forfeiture..... 162
— Of contract..... 562
— Of policy—Non-forfeiture.....335
— Of policy—Title.....888
— Of policy regarding overdue premium ... .245
— Of policy — Safely moored — Waiver.....326
— Of policy—Vacant.....330
— Of policy—Waiver.....483
— Of policy—What is grain.....326
— Of questions in application—Intemperance 406
— Of rules of benevolent association —Of certificate.....161
— Of statute—Action.....481

PAGE

Constructio—Of words in policy....485
— Of statute as to creditors.....649
— Of statute—Removal...408, 6 8, 728
— Of statute—Stockholders. 483
Contract—Acceptance necessary to complete—Construction—Agent802
— Avoidance of by crime.....884
— By parol will override written stipulation against so contracting 725
— Construction of—Deed of trust—Consideration..... 562
— Of purchase—Title.....805
— Parol—Counter-claim.....407
— Power of courts and of agent appointed by the courts to insure..641
— Reformation of—Commencement of risk..... .....86, 883
— When payment does not complete 85
— When complete — Non-payment of premium 10
Co-operative—What is — Construction of Missouri statutes. 7
Counter-claim—Parol contract.....407
— Courts—Power of to contract insurance 641
Creditor—Construction of statute...649
— Rights of—Wife's policy 731
Custom—Authority of agent 81
— Effect of—Evidence relating to as to giving premium notes. . .642
Damage — Measure of — Replacement 242
Deck load—Construction of policy —Waiver of policy prohibition by agent 483
— Jettison of—General average....723
Deed of trust—Contract.....562
Defaulting officer — Liability of directors—Bonds..... 8
Demurrer—Action 161
Description—Misrepresentation as to723
— Risk 728
— Warranty—Statement by broker's clerk.....404
Directors—Authority of—Cancellation—Assessment..... 10
— Levy of assessment on premium note by.....725
— Liability of — Worthless bond —Defaulting officer..... 8
— Power of to relieve from payment of stock.....562
Discharge—Evidence of—Mortgage.645
Discontinuance — What will not justify a—Action.....721
Dissolution—Parties to.....643
— Proceedings for.....486
Dwelling—What constitutes a vacant730
Endowment—Title to—Assignee in bankruptcy.....649

PAGE

Equity—Surrender, when procured by fraud may be restored by... 86
— Pleading in.....884
— Suit on ground of frauds barred by action at law when.....409
— When will not relieve in case of non-payment of premium.....886
Estoppel—Agent—Company..... 81
Evidence—Application 729
— Application.....402
— Application as.....722
— Answers in application—Burden of proof..... 9
— Answers in application—Burden of proof—Exhumation of body —Statements of insured.....163
— As to proofs of loss.....887
— Cost of replacement 167
— Custom regarding overdue premium.....245
— Declarations of insured inadmissible as to the truth of answers 82
— Impeachment of—Medical examiner 803
— Knowledge of company.....169
— New trial in case of undiscovered—Action.....561
— Of agent.....883
— Of amount due on policy.....648
— Of authority—Agent..... 81
— Of discharge—Mortgage.....645
— Relating to custom.....642
— Suicide..... 409
— What is and is not competent—Agent..... 404
Femme covert—Mortgagee.....242
Foreclosure — Recovery for premiums paid on—Mortgagee ...324
Foreign companies—Mass. non-forfeiture law applies to.....325
Forfeiture—Cancellation—Construction 162
— Change of title—Mortgagee..... 11
— Of franchise—Insolvency.....643
— Of right to paid-up policy.....327
— When dividends prevent—Premium..... 245
Forgery—Acts of agent 82
Franchise — Forfeiture of — Insolvency 643
Fraud—Money paid on void policy..405
— Surrender procured by—Restoration of 86
Fraudulent concealment.....561
Fund—Title of benevolent order...568
General average—Jettison of deck load.....123
Grain—What is—Construction.....326
Guaranty—Of dealer in lightning-rods not insurance..... 83
Husband—As agent of wife.....886
Illegal sale—Policy not avoided by.566

PAGE

Increase of risk—Steam thresher...489
Incumbrance—Mechanic's lien.....241
— Mechanic's lien—Subrogation—. Insurable interest.....643
Indorsement—Validity of—Policy. 566
Injunction—Against company will not excuse non-payment of premium.....327
Insanity—Will not excuse payment of premium.....166
Insolvency — Agreement to scale policies not binding on those not joining 324
— Forfeiture of franchise—Trial by jury—Depriving of property—Right to appoint receiver—Parties to dissolution.....643
— How registered policy fund is to be distributed in case of.....484
— Of life company—Jurisdiction—Practice—Failure a badge of fraud—Receivership.....163
— Practice—Suit on stock subscription—Jurisdiction of non-resident stockholder.....165
— Power to appoint receivers—Power of directors to relieve from payment of stock.....562
— Removal of suit—Status of superintendent of insurance. 405
— Right of receiver to litigate—*Ultra vires*—Claims against insuring company in case of amalgamation and withdrawal of stock.....484
Insurable interest. See Interest.
Insurance—Guaranty of dealer in lightning-rods not..... 83
— Unauthorized—Right to sue.....410
Insured—Declarations of—Admissibility..... 19
Intemperance—Answers in application—When a promissory warranty.....242
— Construction of questions in application.....406
Interest—Change of—Alienation....322
— Insurable—Mechanic's lien.....643
— Insurable—Of vendee.....724
— Insurable — What is and is not valid.....723
— Rate of.....165
— Separate—Policy 325
— Subrogation of.....564
— Wife and children..... 4
Jettison—Of deck load—General average.....723
Jurisdiction—Insolvency of life company—Practice—Receivership..163
Jury—Question for.....722
— Trial by—Insolvency.....643
Loan—Party to consideration in case567

PAGE

Liability—Of directors on bond of defaulting officer..... 8
— Of stockholders—Capital stock..483
Life company—What is—Missouri statutes 7
Lightning — Construction — Guaranty of dealer in rods not insurance 83
Lex Loci—As regards validity of policy—Countersigning by agent..406
Measure of damages—What is.....724
Mechanic's lien—Incumbrance..241,643
Medical examiner—Impeachment of evidence 803
Minor—Service in case of—Practice.407
Misrepresentation—As to description723
Misstatements—In application.....722
Mistake—Effect of—Arbitration....323
— Mutual—Other insurance—Void Policy 243
— Of Agent—Ground for reformation—When.....481
— Of law and fact..... 86
Mortgage — Effect of tax title on prior mortgage.....730
— Foreclosure of in case of loss payable to mortgagee.....801
— Priority of in case of assignment.724
— What is satisfaction of—Evidence of discharge.....645
Mortgagee—Assignment—Right of action — Subrogation — *Femme Covert*—Replacement— Measure of damage.....442
— Change of title—Forfeiture..... 11
— Foreclosure of mortgage in case of loss payable to.....801
— Insurance by of mortgagor's interest.....481
— Insurance by on default of mortgagor not other insurance.....803
— Recovery for premiums paid on foreclosure.....324
— Reformation of policy.....727
— Sale to, whom loss was payable—Alienation 323
— Subrogation in case of distinct interests—Other insurance does not invalidate.....564
— When not bound by acts of mortgor.....563
Mortgagor—Insurance of interest by mortgagee through mistake of agent.....481
— Insurance by mortgagee on default of not other insurance....802
— When mortgagee is not bound by acts of.....561
Mutual system—What is.....568
Naphtha—Increase of risk.....328
New trial—In case of undiscovered evidence.....561

PAGE

Negligence—Seaworthiness 6
Non-forfeiture—Law of Mass.....165
— Mass. law applies to foreign companies.....325
Non-payment—When is not a forfeiture 84
Non-suit—Practice.....327
Notice—Of acceptance—Contract—Construction—Practice..... 7
— To broker—Waiver.....326
— Waiver of.....725
Other insurance — Knowledge of agent is waiver of policy stipulation.....244
— Mutual mistake—Void policy....243
— Policy—Interest.....325
— Policy—Vacant.....885
— Stipulation in regard to waived by agent.....321
— When not.....803
— When does not invalidate.....564
— Waiver of consent by agent.....646
Ownership—Sole—Title. 568
Parol contract — Construction and method of enforcement.....646
— Counter claim 407
What is not—Agent of insured or of company.....803
— Will over-ride stipulation against so contracting in the written contract.....725
Place of contract—Mass. non-forfeiture law.....165
Pleading—Insurable interest.....804
— In equity.....884
Policy—Action—Equity—Evidence.409
— Alienation of.....323
— Authority of agent to waive stipulation in regard to other insurance.....321
— Construction of.....325, 487
— Construction of as to accident...885
— Construction of in regard to overdue premium.....245
— Construction of words in having a technical and an ordinary meaning.....485
— Construction of—Riot..... 11
— Construction of— Safely moored —Privilege to lighter—Notice to broker—Waiver..... 326
— Construction of—Vacant.....330
— Construction of—Waiver by agent of provision in.....483
— Construction of—What is grain..326
— Effect of refusal to accept note—Policy.....246
— Evidence of amount due on—Construction as to time of payment.644
— Forfeiture of by violation of provisions.....328
— Increase of risk avoids.....167

PAGE

— Knowledge of agent waives.....214
— Lex loci as regards validity of policy.....406
— Money paid on void—Fraud.....405
— Non-payment of premium forfeits right to paid-up.....327
— Not avoided by illegal sale.....566
— Notice to company without consent does not waive stipulation.482
— Paid-up — Application of dividends.....166
— Paid-up in case of surrender—Title 569
— Paid-up offer of.....246
— Recission of—Validity of indorsement—Authority of agent.....566
— Reformation of.....727
— Registered—How fund is to be distributed—Insolvency.....484
— Removal of furniture does not avoid.....728
— Right to paid-up not forfeited when company is responsible for non-compliance.....486
— Right to surrender.....647
— Surrender — Forfeiture for non-payment of premium..... 84
— Surrender of procured by fraud—Equity..... 86
— Title to—Administrator.....881
— Title to proceeds—Child may include children by adoption.....805
— Vacant—Other insurance.....885
— Void—Mutual mistake—Other insurance 243
— Void—Other insurance... 325
— Want of insurable interest forfeits.563
— When non-payment of assessment avoids.....247
Practice—Bill of particulars—Answers in application.....245
— Construction of application..... 7
— Improper comments by counsel.. 82
— Insolvency—Stock subscription..165
— Jurisdiction — Insolvency of life company—Receivership..... ..163
— Non-suit.....326, 327
— Reversal—Variance.....566
— Right of affirmative—Burden of proof—Original policy.....487
— Service in case of minor.....406
— Unauthorized insurance—Recovery of money paid on bond of agent..... 3
Premium — Consideration for payment of—Party to consideration in case of loan.....567
— Dividends prevent forfeiture in case of non-payment—Evidence of custom regarding over-due—Construction of policy in regard to over-due..... 245

PAGE

Premium—Effect of refusal to accept note for according to terms of policy—Offer of paid-up policy.246
— Equity will not relieve in case of non-payment.....886
— Insanity will not excuse payment —Unavoidable accident—Paid-up policy—Application of dividends 166
— Non-payment of.....401
— Non-payment of—Contract not completed by delivery of policy. 10
— Non-payment of—Forfeiture..... 84
— Non-payment of forfeits right to paid-up policy—Injunction against company will not excuse.327
— Non-payment through a change of agent will not work a forfeiture when—Reasonable time..... 84
— Non-payment of—Policy.....486
— Non-payment of when a waiver..247
— Payment of by note..... 86
— Recovery of by mortgagee—Foreclosure..... 3 4
— Return of unearned 3.0
— Unauthorized payment by stranger does not complete contract. 85
— Waiver of prompt payment..883, 886
— What constitutes payment of unearned..... 722
Premium note—Evidence relating to custom as to giving of 642
— Demand for excessive interest on.886
— Levy of assessment by directors..725
— Non-payment of assessment invalidates policy when—Validity of assessment.....247
— Not liable for assessment after surrender of policy—Cancellation—Directors..... 10
— Waiver of right to forfeit for non-payment—Right to surrender policy.....647
— When liable to attachment 488
Prohibited risk—Keeping of benzine waived by agent 567
Proof—Burden of—Practice.....487
Proofs of death—In case of two policies on one life — Objections must be prompt—Non-payment of premium—Waiver.....247
Proofs of loss—Magistrate's certificate.....408
— Evidence as to.....887
— Refusal to pay is a waiver of 727
— Sufficiency of.....805
— Waiver of.....408, 488
— What is sufficient notice and proof —Waiver of.....726
Property—Depriving of—Insolvency643
Question for jury—Suicide does not include accidental death.....489

PAGE

Receivership—Of insolvent life company—Jurisdiction—Practice...163
Receiver—Power to appoint—Insolvency 562
— Right of to litigate..... 484
— Right to appoint—Insolvency. .643
Reformation—Of contract.....86, 883
— Of policy — Alienation—Mortgagee 727
Registered policy—How fund is to be distributed—Insolvency.....484
Reinsurance—Increase of risk without knowledge of reinsurer avoids policy.....167
Removal—Construction of statute. 648, 728
— From State to Federal Court—Construction of statute.....408
— Of suit—Insolvency.....405
Renewal—Increase of risk not made known at.....328
Replacement—Evidence of cost of..167
Representations—Warranties—Mass. statute.....328
Retaliatory law—Unconstitutional. 327
Reversal—Practice—Variance.....566
Right to sue—Unauthorized insurance 410
Rights of creditor—Assignment.... 5
Riot—What is within the meaning of the policy..... 11
Risk—Description—Removal of furniture does not avoid policy....728
— Commencement of—Reformation of contract..... 86
— Increase of.....729
— Increase of avoids policy.....167
— Increase of by steam thresher....489
— Increase of in violation of provision voids policy—Naphtha—Renewal 23
— Waiver of concealment.....489
Seaworthiness — Negligence — Construction 6
Service—In case of minor—Practice.407
Statute—Construction of—Action..481, 648
— Construction of—Removal..408, 618
— Construction of — Warranties — Representation. 328
Stock—Power of directors to relieve from payment of.....5 2
— Withdrawal of and amalgamation —Insolvency 484
Suicide—Evidence—Suit in equity to avoid policies on ground of fraud, barred by action of law when.....409
— Question for jury—Does not include accidental death..... 489
Superintendent of insurance—Insolvency..... 495

PAGE

Stockholder—Jurisdiction of non-resident—Practice—Suit.....165
— Liability for capital stock.....483
Subrogation—In case of distinct interests.....564
— Mechanic's lien.....643
— Mortgagee.....242
Suit—Removal of—Insolvency.....405
— Unauthorized insurance no defense.....410
— When husband may bring.....169
Surrender—By husband invalid—Wife's policy—Title..... 87
— Of policy—Forfeiture..... 84
— Proceedings for Dissolution. ...486
— Right to—Policy.....647
— Title to proceeds in case of—Paid-up policy.....569
— When procured by fraud—Equity may decree restoration of policy—Payment of premium by note—Mistakes of law on fact..... 86
Taxation—Alabama retaliatory law unconstitutional.....328
— Construction of charter. What is the mutual system?.....563
Tax title—Effect of on prior mortgage.....730
Temperate—Construction of application—Evidence.....729
Temporary absence—Vacant.....806
Title—Agreement to convey.....570
— Of funds—Benevolent association.161
— Change of—Forfeiture—Mortgagee..... 11
— Contract of purchase.....805
— Effect of tax title on prior mortgage.....730
— Joint or several.....490
— Ownership not affected by incumbrances.....570
— Rights of party procuring the insurance of beneficiary—Assignment..... 163
— Sole ownership—Void assignment568
— To endowment — Assignee in bankruptcy.....649
— To fund of benevolent order.....568
— To insurance money.....808
— To proceeds of paid-up policy in case of surrender.....569
— To proceeds—Policy.....805
— To property conveyed through ficticious name valid..... 86
— Wife's policy—Surrender by husband invalid..... 87
Transfer—Husband and wife—Construction of statute..... 5

PAGE

Ultra vires—Insolvency.....484
Unauthorized insurance—No defense against a suit.....410
— Practice..... 3
— Right to sue.....410
Vacant—Authority of agent.....331
— Construction of policy—Return of unearned premium.....330
— What constitutes—Answer in application when not a warranty—Knowledge of company—Evidence.....169
— What constitutes in case of dwelling.....730
— Temporary absence.....806
Valuation—When excessive.....731
Variance—Reversal—Practice.....566
Vendee—Insurable interest of.....724
Waiver—Concealment of risk.....489
— Non-payment of premium.....247
— Of consent by agent—Other insurance.....646
— Of notice.....725
— Of prompt payment of premium883, 886
— Of proofs of loss.....408, 488, 725
— Of policy by agent.....483
Of right to forfeit for non-payment.....647
— Of stipulation in policy by agent—Other insurance.....321
— Refusal to pay is of proofs of loss.....727
Warranty—Answers in application when not a—Vacant.....169
— Application—Intemperance.....242
— Broker's clerk—Description.....404
— Promissory, as to lubricating oil and force pumps.....888
— Representation.....328
Wife—Assignment by husband—Rights of creditors—Preferred lien..... 5
Wife's policy—Construction of law.. 5
— Assignment of without knowledge of assignee.....888
— Construction of statute as to creditors.....649
— Lapse and substitution—Assignment without consent—Rights of assignee.....331
— Right of action—Husband may sue.....169
— Rights of creditor.....731
— Title to surrender by husband invalid..... 87
Wife—Interest of wife and children assignment distinguished from. 4

CASES REPORTED AND DIGESTED.

		Rep.	Dig.
Acker, Receiver, vs. Hite et al.	Pa. S. C.	20	10
Adams vs. Pittsburgh Ins. Co.	Pa. S. C.	673	642
Ætna Ins. Co. vs. Baker et al.	Ind. S. C.	275	242
Alabama Gold Life Ins. Co. vs. Herron	Mass. S. C.	68	7
Alexander, Receiver, vs. Relfe, Supt.	Mo. S. C.	460	484
Allen, et al. vs. St. Louis Ins. Co.	N. Y. C. A.	504	483
Allis vs. Ware	Minn. S. C.	651	889
Andrews vs. Ætna Ins. Co	N. Y. C. A.	748	721
Ash vs. Guie	Pa. S. C.	807	802
Attorney General vs. North America Life Ins. Co.	N. Y. C. A.	491	484
Baile et al. vs. St. Joseph F. & M. Ins. Co.	Mo. S. C.	657	645
Baldwin vs. Hartford Fire Ins. Co.	N. H. S. C.	433	401
Baldwin vs. Phœnix Ins. Co.	N. H. S. C.	32	11
Ballou vs. Gile, Adm'r.	Wis. S. C.	200	161
Bingham vs. Home Life Ins. Co.	Mass. S. J. C.	704	649
Bon vs. Railway Passenger Assur. Co.	Iowa S. C.	923	885
Bradford et al. vs. Homestead Fire Ins. Co.	Iowa S. C.	141	81
Brandup vs. St. Paul F. & M. Ins. Co.	Minn. S. C.	228	244
Brockhaus vs. Kemna	U. S. C. C., Wis.	632	569
Brockway vs. Mutual Benefit Life Ins. Co. (with Annotations by the Editor of the Ins. Law Journal.)	U. S. C. C., Pa.	762	773
Buck et al. vs. Piedmont & Arlington Life Ins. Co.	U. S. C. C., Va.	177	164
Carrigan vs. Lycoming Fire Ins. Co. (with Annotations by the Editor of the Ins. Law Journal.)	Vt. S. C.	606	566
Castner et al. vs. Farmers Mut. Ins. Co.	Mich. S. C.	458	489
Central National Bank vs. Conn. Mut. Life Ins. Co	U. S. S. C.	897	882
Clark & Murrell vs. Port of Mobile (with Annotations by Hon. Jo. H. Finch.)	Ala. S. C.	357	329
Coffey vs. Universal Life Ins. Co. (with Annotations by the Editor of the Insurance Law Journal.)	U. S. C. C., Wis.	525	486
Cole vs. Marple	Ill. S. C.	47	5
Cole Bros. & Hart vs. Haven	Iowa S. C.	156	83
Commonwealth Mutual Fire Ins. Co. vs. Huntzinger.	Pa. S. C.	618	883
Connecticut Mut. Life Ins. Co. vs. Bulte	Mich. S. C.	692	730
Continental Ins. Co. vs. Randolph	Ky. C. A.	387	401
Copp vs. German-American Ins. Co.	Wis. S. C.	812	889
Dailey, Adm'x, vs. Westchester Fire Ins. Co.	Mass. S. J. C.	383	323
Daniels vs. Equitable Fire Ins. Co. (with Annotations by the Editor of the Ins. Law Journal).	Conn. S. C.	417	328
David vs. Williamsburgh City Fire Ins. Co.	N. Y. C. A.	150	87
Devens vs. Merchants' & Traders' Ins. Co.	N. Y. C. A.	133	326
Dolliver et al. vs. St. Joseph F. & M. Ins. Co.	Mass. S. J. C.	380	404
Doran vs. Franklin Fire Ins. Co.	N. Y. C. A.	812	803
Dwight et al. vs. Germania Life Ins. Co., et al	N. Y. A. A.	295	245

	Rep	Dig
Equitable Life Assurance Society vs. Patterson et al.	U. S. C. C., Mass.	384	402
Farmers' Ins. Co. vs. Archer	Ohio S. C.	370	322
Farmers' & Mechanics' Fire Ins. Co. vs. Meckes	Pa. S. C.	707	722
Farmers' Mutual Fire Ins. Co. vs. Moyer	Pa. S. C.	514	488
Farrow vs. Cochran	Me. S. J. C.	623	566
First Presbyterian Society of Green Bay and Phœnix Ins. Co. vs. Goodrich Transportation Company	U. S. C. C., Wis.	452	409
Foster vs. Gile (with Annotations by the Editor of the Ins. Law Journal.	Wis. S. C.	194	168
Franklin Fire Ins. Co. vs. Kepler	Pa. S. C.	784	806
German-American Ins. Co. vs. Davis et al.	Mass. S. JC.	670	727
Giddings, Am'r, vs. Northwestern Mut. Life Ins. Co.	U. S. S. C.	39	10
Gill vs. Balis	Mo. S. C.	596	562
Girard F. & M. Ins. Co. vs. Hebard	Pa. S. C.	425	482
Girard Life Ins., Annuity and Trust Co. vs. Mut. Life Ins. Co. (with Annotations by the Editor of the Ins. Law Journal.)	Pa. S. C.	257	245
Granger's Life & Health Ins. Co. vs. Brown	Miss. S. C.	187	163
Green vs. Homestead F. Ins. Co.	N. Y. C. A.	175	***
Greene vs. Republic Fire Ins. Co.	N. Y. C. A.	422	403
Gulliver vs. Roelle	Ill. S. C.	537	483
Haganman vs. Allemania Fire Ins. Co.	Pa. S. C.	838	801
Hartford Fire Ins. Co. vs. Olcott	Ill. S. C.	***	568
Hays vs. Lycoming Fire Ins. Co.	Pa. S. C.	507	488
Herman vs. Adriatic Fire Ins. Co.	N. Y. C. A.	743	730
Hewitt vs. Watertown Fire Ins. Co.	Iowa S. C.	375	326
Hight & Handy, adm'r vs. Continental Life Ins. Co.	U. S. C. C., Ind.	223	246
Holmes vs. Charter Oak Life Ins. Co.	Mass. S. J. C.	348	325
Home Ins. Co. vs. Davis	Pa. S. C.	754	726
Home Ins. Co. vs. Duke	Ind. S. C.	857	804
Home Ins. Co. vs. Gaddis et al.	Ky. C. A.	774	724
Home Ins. Co. vs. Tighe	Pa. S. C.	779	722
Houghton vs. Watertown Fire Ins. Co	Mass. S. J. C.	547	485
Johnson vs. Brewers' Fire Ins. Co.	Wis. S. C.	411	***
Johnson vs. Southern Mut. Life Ins. Co.	Ky. C. A.	700	647
Kelly, adm'r, vs. Mann, Ex'r, et al.	Iowa S. C.	894	881
Klein vs. New York Life Ins. Co.	U. S. S. C.	918	886
Knapp vs. Homœopathic Life Ins. Co.	U. S. C. C., Mass.	***	84
Knox et al. vs. Lycoming Fire Ins. Co.	Wis. S. C.	89	81
Knox et al. vs. People's Ins. Co.	Wis. S. C.	96	***
Lamar Ins. Co. vs. Hildreth	Iowa S. C.	183	165
Landers vs. Watertown Fire Ins. Co	N. Y. C. A.	862	885
Lang vs. Delaware Mutual Safety Ins. Co.	Pa. S. C.	226	162
Langworthy vs. Oswego & Onondago Ins. Co.	N. Y. C. A.	546	487
Lasher vs. St. Joseph F. & M. Ins. Co.	N. Y. C. A.	845	805
Lawton vs. Royal Canadian Ins. Co.	Wis. S. C.	17	6
Lerdall vs. Charter Oak Life Ins. Co	Wis. S. C.	341	324
Life Association of America et al. vs. Rundle	U. S. S. C.	447	406
Lycoming Fire Ins. Co. vs. Commonwealth	Pa. S. C.	585	568
Lycoming Fire Ins. Co. vs. Rought	Pa. S. C.	786	725
Lycoming Fire Ins. Co. vs. Schwenk	Pa. S. C.	13	11
Lyons vs. Providence-Washington Ins. Co.	R. I. S. C.	733	728
McClure vs. Johnson	Iowa S. C.	928	888
Mailin vs. New England Mut. Life Ins. Co.	La. S. C.	821	803
Martin vs. Ætna Life Ins. Co.	Me. S. J. C.	848	805
Marvin vs. Universal Life Ins. Co.	N. Y. C. A.	935	883
Massey et al., Adm'r, vs. Penn. Mut. L. Ins. Co.	Pa. S. C.	***	82
Miller vs. Amazon Ins. Co.	Mich. S. C.	581	569
Mobile Life Ins. Co. vs. Morris	Tenn. S. C.	35	9
Murray vs. New York Life Ins. Co.	N. Y. C. A.	497	487

		Rep.	Dig.
Mutual Benefit Association vs. Hoyt	Mich. S. C.	626	564
New York Life Ins. Co. vs. Bangs	U. S. S. C.	437,444,408,409	
New York Life Ins. vs. Bonner	Neb. S. C.	205	169
Norris vs. Massachusetts Mutual Life Ins. Co.	Mass. S. J. C.	792	731
Northwestern Mut. Life Ins. Co. vs. Drown et al.	Wis. S. C.	377	324
Nortwestern Mut Life Ins. Co. vs. Elliot	U. S. C. C., Oregon.	333	405
Oakes vs. Mannfacturers' F. & M. Ins. Co	Mass. S. J. C.	346	323
Penfold vs. Universal Life Ins. Co.	N. Y. C. A.	521	489
Phœnix Mut. Life Ins. Co. vs. Hinesly	Ind. S. C.	824	886
Pilcher et al. vs. New York Life Ins. Co	La. S. C.	312	331
Pottsville Mutual Fire Ins. Co. vs. Horan	Pa. S. C.	771	729
Pottsville Mutual Fire Ins. Co. vs. Meckes	Pa. S. C.	717	723
Pullis vs. Robinson	Mo. S. C.	571	649
Redmon et al. vs. Phœnix Ins. Co	Wis. S. C.	287	241
Reitenbach vs. Johnson	Mass. S. J. C.	15	6
Revere Fire Ins. Co. vs. Chamberlin et al	Iowa S. C.	397	407
Ricker et al. vs. Charter Oak Life Ins. Co	Minn. S. C.	143	87
Royal Ins. Co. vs. Stinson	U. S. S. C.	687	643
Sargent vs. National Fire Ins. Co	N. Y. C. A.	852	803
Schœner et al. vs. Hekla Fire Ins. Co	Wis. S. C.	306	321
Schultz vs. Mutual Life Ins. Co	U. S. C. C., N. Y.	171	242
Seamans vs. Northwestern Mut. Life Ins. Co.	U. S. C. C., Minn.	153	84
Sias vs. Roger Williams Ins. Co.	U. S. C. C., N. H.	500	481
Smith vs. Mutual Life Ins. Co.	U. S. C. C., Mass.	190	165
Symth, Supt., vs. Knickerbocker Life Ins. Co.	N. Y. C. A.	817	724
Southern Mutual Life Ins. Co. vs. Taylor	Va. S. C. A.	208	247
Spooner vs. Vermont Mut. Fire Ins. Co.	Vt. S. C.	737	805
St. Clair vs. Feitsam	Ill. S. C.	***	641
St. Nicholas Ins. Co. vs. Merchants' F. & M. Ins. Co	N. Y. C. A.	137	167
State vs. Merchants' Exchange Mutual Benevolent Society	Mo. S. C.	59	7
Stockton vs. Firemen's Ins. Co.	La. S. C.	834	802
Supreme Council vs. Priest	Mich. S. C.	597	568
Swan vs. Watertown Fire Ins. Co.	Pa. S. C.	392	403
Swift vs. Railway Passenger & Freight Conductors' Mutual Aid & Benefit Ass'n (with Annotations by the Editor of the Ins. Law Journal).	Ill. S. C.	53	4
Swope vs. Jefferson Fire Ins. Co.	Pa. S. C.	891	884
Tabor vs. Michigan Mut. Life Ins. Co.	Mich. S. C.	97	86
Travelers' Ins. Co. vs. Heath.	Pa. S. C.	26	3
Trefz vs. Knickerbocker Life Ins. Co.	U. S. C. C., N. J.	590	561
Union Central Life Ins. Co. vs. Cheever	Ohio S. C.	104	82
Union Central Life Ins. Co. vs. Pyers.	Ohio S. C.	577	481
Union Mutual Life Ins. Co. vs. Reif	Ohio S. C.	428	406
Universal Life Ins. Co. vs. Whitehead, Adm'r.	Miss. S. C.	337	327
Vance vs. Phœnix Ins. Co.	Tenn. S. C.	43	8
Wakefield et al. vs. Orient Ins. Co.	Wis. S. C.	249	330
Waldeck vs. Springfield F. & M. Ins. Co.	Wis. S. C.	930	887
Walker vs. Linn County	Mo. S. C.	666	641
Ward, Receiver, vs. Farwell	Ill. S. C.	***	643
Wheeler vs. Connecticut Mutual Life Ins. Co. (with Annotations by the Editor of the Ins. Law Journal)	N. Y. C. A.	116	161
Wheeler vs. L. & L. & G. Ins. Co.	U. S. C. C., N. H.	684	648
Wheeler vs. L. & L. & G. Ins. Co.	N. H. S. C.	794	728
Wheeler vs. Watertown Fire Ins. Co.	Mass. S. J. C.	354	323
Whiting, Adm'r, vs. Massachusetts Life Ins. Co.	Mass. S. J. C.	147	85
Wilson vs. Queen Ins. Co.	U. S. C. C., Pa.	302	243
Winsor vs. Odd Fellows' Beneficial Association	R. I. S. C.	390	404
Wood & Co. vs. Phœnix Ins. Co.	U. S. C. C., Pa.	735	723
Woodruff vs. Imperial Fire Ins. Co.	N. Y. C. A.	125	167

DIGEST OF LOWER COURT DECISIONS.

PAGE

Berkshire Life Ins. Co. vs. Royse et al. (Loaning money incident to insurance.) 231
Bewley vs. Equitable Life Assurance Society. (Relations between the policy-holders and the corporation.) 636
Bradfield vs. Union Mutual Ins. Co. (Right to rebuild under subsequent by-laws.) 550
Connecticut Mutual Life Ins. Co. vs. Regan et al. (Wife's policy—Title of wife—Assignment) 72
Dick vs. Franklin Fire Ins. Co. (Subrogation in case of mortgage insurance) .. 468
Furniss vs. Mutual Life Ins. Co. (Answers in application.) 465
Miami Valley Ins. Co. vs. Stanhope. (Policy not avoided by illegal levy.) 160
Oteri & Brother vs. Home Mutual Ins. Co. (What is covered by a running policy) 797
Taylor et al. vs. Charter Oak Life Ins. Co. (Insurance rights of policy-holders.) 74
Thayer vs. Missouri Valley Life Ins. Co. (Service of process by mail on foreign companies) 719
Untersinger vs. Niagara Ins. Co. (Reopening of adjustment after settlement of loss) 237

ENGLISH DECISIONS.

Bradford vs. Symondson. (Right in case of vessel arrived but not reported). 555
Burnand vs. Rodocanachi. (War—Rights of underwriters in the Alabama award) 720
Lawrence vs. Accident Ins. Co. (Accidental injury) 876
Rayner vs. Preston. (Vendor and purchaser—Right of purchaser to insurance moneys received by vendor.) 76
Rayner vs. Preston. (Title to insurance money in case of contract of sale) .. 556
West India and Panama Telegraph Co. vs. Home and Colonial Marine Ins. Co. (Explosion of steam boiler) 865

CASES AND AUTHORITIES CITED.

PAGE

Abbott on Shipping.....678
Abbott vs. Hampden Ins. Co...347, 374
Abbott's Law Dictionary.....849
Adams vs. Brackett's Ex'r.....145
Adams vs. Ins. Co.....262
Addison on Contracts..... 757
Ætna F. Ins. Co. vs. Tyler, 265, 473, 474, 712, 758
Ætna Ins. Co. vs. France.....770
Ætna Ins. Co. vs. H. & St. J. R. R. Co.....455
Ætna Ins. Co. vs. Maguire.....781, 783
Ætna Ins. Co. vs. Stevens.....932
Ætna Live Stock Ins. Co. vs. Olmstead.....859
Akers vs. Demond.....350
Aldebert vs. Leaf.....638
Aldrich vs. Cooper..... 493
Alexander vs. Germania F. Ins. Co. 128, 129, 855, 859
Alexander vs. Tums..... 52
Alford vs. Baker.....861
Allen vs. Watson.....160
Allston vs. Mumford.....493
Amazon Ins. Co. vs. Wall.. 859
Amer. vs. Cal. Cen. R. R. Co.....795
Amer. Central Ins. Co. vs. McLanathan 716
Amer. Ins. Co. vs. Gallatin..... ...307
Ames vs. Colorado Cent. R. R. Co..685
Ames vs. Manhattan Life Ins. Co..190, 193
Amesbury vs. Ins. Co.....227
Amory vs. Francis 494
Anderson *In re*..... 493
Anderson vs. Morice.....868
Anderson vs. St. Louis Mut. L. Ins. Co.....274, 535
Andrews vs. Paul.....351
Angell on Fire and Life Insurance. 261, 266
Angell & Ames on Corporations.554, 598
Anson vs. Anson.....696
Appleman vs. Fisher.....549
Appleton Iron Co. vs. B. A. Ass. Co.253
Archibald vs. Ins. Co.....203

PAGE

Arkell vs. Commerce Ins. Co 421
Armstrong vs. Toler 335, 607, 608
Arnold on Insurance.....867
Ashworth vs. Builders' M.F. Ins. Co.128
Atherton vs. Phenix Ins. Co.....435
Atkinson vs. Breeding.....896
Atlee vs. Potter.....685
Attorney General vs. North America L. Ins. Co.....124, 494
Attorney General vs. Utica Ins. Co..597
Aurora F. Ins. Co. vs. Johnson.857, 860
Aurora Ins. Co. vs. Eddy.....859
Avul vs. Hampton Ins. Co..... 374
Ayers vs. Hartford Ins. Co.....374
Ayers vs. Home Ins. Co 857
Ayrault vs. Pacific Bank.....139
Babb vs. Reed.....808
Bacon vs. Charlton.....189
Badger vs. American Ins. Co.....148
Bailey vs. Finch.....905
Bailey vs. Hope F. Ins. Co.....350
Bailey vs. N. Y. Savings Bank et al.457
Bain vs. Wilson.....114
Baker vs. Dening..... 151
Baker vs. Whitisy..... 696
Baker vs. Young..... 74
Balantine vs. Beal..... 52
Baldwin vs. Hale.....352
Baldwin vs. Nat. L. Ins. Co....120, 122
Baldwin vs. Phœnix Ins. Co.....433
Ballou vs. Gile.... 200
Bank vs. Baker.....554
Bank vs. Mathewson.....892
Bank vs. Ryan..... 511
Bank of Bethel vs. Pahquioque Bank.914
Baptist Church vs. Brooklyn Ins. Co.836
Barclay vs. Weaver.....757
Barnes vs. Union Mut. F. Ins. Co..435
Barney vs. Latham.....457
Barry vs. Brune.....319
Barte vs. Himrod..... 361
Barteaux vs. Phœnix Mut.L. Ins. Co.467
Bateman vs. Murray.....123
Bates vs. Equitable Ins. Co..... .. 34
Bayne vs. United States.....911
Beatty vs. Ins. Co.....757

PAGE

Bedell vs. Stevens.....741
Bedell vs. L. I. R.R. Co.....127
Bedford R. R. Co. vs. Bowser...598,604
Beebe vs. Johnson.....118
Beeson vs. Howard.....232
Behler vs. German Mut., etc., Co...232
Belcher vs. Barnett.....705
Belknap vs. North American L. Ins. Co.....640
Bell vs. Fleming.....493
Bellows vs. Russell.....607
Bemiss vs. Prescott Ins. Co.....356
Bennett's Fire Ins. Cases.....553
Bennett vs. N. B. & M. Ins. Co.....420
Bennett vs. Young.....757
Berry vs. The State.....114
Best on Evidence.....105
Betts vs. Hoyt.....741
Bigelow on Estoppels.....92
Bilson vs. Ins. Co.....374, 841
Blanchard vs. Atlantic M. F. Ins. Co. 34
Blackstone's Commentaries....676, 677
Blackwell vs. Braun.....685
Blackwood vs. Brown.....698
Blackwood vs. Van Vleet.....696
Blake vs. Ins. Co.....261, 266
Blakely vs. Phœnix Ins. Co.....741
Bliss on Life Insurance.37, 145, 260, 319, 431, 573, 634, 823
Blower vs. Gt. West. Rej. Co.....869
Blumer vs. Ins. Co.....814
Boardman vs. Griffin.....828
Boardman vs. Merick Ins. Co..608, 610
Bodenham vs. Hoskyns.....906
Bœhm vs. Combe.....868
Bofeschen, Succession of.....315
Boggs vs. Caldwell Co.....667
Boland vs. Whitman.....23
Boon vs. Ætna Ins. Co.....253, 255
Boutelle vs. Westchester F. Ins. Co. 616
Branthwait vs. Halsey.....793
Breasted vs. Farmers L. & T. Co...253
Brenzer vs. Wightman.....757
Brewer vs. Dyer.....850
Brink vs. Hanover Ins. Co.....134
Brinkerhoff vs. Marvin.....493
Brittan vs. Barnaby.....261, 270
Broich *In re* Hugo.....493
Bromley vs. Goodrich.....413
Brooks vs. Phœnix Mut. L. Ins. Co.200
Brown vs. Butchers & Drovers' Bank.151
Brown vs. Ins. Co.....227
Brown's Legal Maxims.....118
Browning vs. Home Ins. Co.....128
Brunswick Sav. Institution vs. Commercial Ins. Co.....34
Bryan vs. Peabody Ins. Co.....747
Buchanan vs. Exchange F. Ins. Co.....421
Buckley vs. Garrett.....427, 514, 758
Bucknan vs. Jenks.....351
Bumstead vs. Ins. Co.....261
Bunyon on Insurance.....80, 481

PAGE

Burger vs. Ins. Co.....262, 789
Burkhaus vs. Van Zandt.....696
Burroughs vs. State Mut. L. Assur. Co.....50, 850
Busk vs. Royal Exch. Assur. Co. .868
Bustard vs. Gates.....443
Byers vs. Farmers Ins. Co.....374,618
Cammack vs. Lewis.....770
Campbell vs. Adams.....23
Campbell vs. Ins. Co.....932
Campbell vs. Internat. L. Ass. Soc.124
Campbell vs. N. E. Ins. Co.....770
Canal Co. vs. Hathaway.....752
Canby vs. Ridgway.....424
Carland vs. Cunningham.....261
Carlisle vs. Guardian Ins. Co.....640
Carpenter vs. Ins. Co.....427
Carpenter vs. Mutual Safety Ins. Co.464
Carpenter vs. Providence Ins. Co. 473, 474
Carraher vs. Brennan.....456
Carroll vs. Charter Oak Ins. Co.....936
Carroll vs. St. Louis Co.....666
Carruthers vs. Sheldon.....475
Carruthers vs. Sydebotham.....869
Carter vs. Ins. Co.....227
Carter vs. Phila. Coal Co.....549, 681
Catlin vs. Henton.....892
Catlin vs. Smith.....789
Chandler vs. Brown.....185
Chandler vs. Dore.....185
Chapin vs. Marlborough.....189
Char. Ins. Co. vs. Neve.....607
Charter Oak L. Ins. Co. vs. Brandt 50, 574
Chase vs. Lord.....544
Chase vs. Hamilton Ins. Co.....129
Chase vs. Phœnix Mut. L. Ins. Co..535
Cheeseborough vs. Millard.....493
Chickering vs. Faile.....696
Chickopee vs. Eager.....679
Chitty on Contracts.....123, 608, 850
Chitty on Pleading.....850
Chorpenning vs. Royce.....782
Citizens Ins. Co. vs. Glasgow..867, 782
City Bank vs. Bruce.....597
City of Buffalo vs. Halloway.....638
City of Chicago vs. Gaze.....456
City of Davenport vs. Peoria F. & M. Ins. Co.....398
City of Davenport vs. R. R. Co.....35
City Five Cents Savings Bank vs. Penn Ins. Co.....376
City Fire Ins. Co. vs. March..... 50
Clark, Succession of.....315
Clark vs. Durand.....196, 203, 634
Clark vs. Gilbert.....118
Clark vs. N. E. Ins. Co.....435
Clark vs. Protection Ins. Co.....610
Clements vs. Moore.....917
Clifford, *In re*.....334
Clinton vs. Ins. Co.....253

PAGE

Cobb vs. Ins. Co., of N. A.....610
Cohen vs. N. Y. Mut. Life Ins. Co. 119, 124, 639
Col. Ins. Co. vs. Lawrence.....713
Collins vs. Farmville Ins.& Bank Co.420
Collins vs. Hope.....678
Collinridge vs. Royal Exchange Assur. Corp.....77
Collins vs. Waters.....187
Colonius vs. Ins. Co.....160
Columbia Ins. Co. vs. Bulkley..22, 790
Columbia Ins. Co. vs. Cooper.....714
Columbia Ins. Co. vs. Stone....23, 781
Columbia Ins. Co. vs. Masonheimer 23, 24
Columbian Co. vs. Lawrence.....690
Com. vs. Snelling.....296
Com. Bank vs. Chambers.....598
Commercial Ins. Co. vs. Huskberger.932
Commercial Ins. Co. vs. Spankneble 435, 859
Commercial League Ass'n vs. People. 85
Concord, etc., Ins. Co. vs. Woodbury.....473
Cone vs. Niagara F. Ins. Co....129, 475
Conn. Mut. Life Ins. Co. vs. N. Y. & N. H. R. R. Co.....454
Conn. Mut. Life Ins. Co. vs. Schaeffer.....770
Conedy vs. Marcy.....671
Conover vs. Mass. Mut. Life Ins.Co.431
Continental Ins. Co. vs. Casey..858,859
Continental Life Ins.Co. vs. Palmer.200
Cook vs. Wierman.....158
Cook's Bankrupt Law.....493
Cooley on Const. Limitation...334, 360
Cooley on Forts.....462
Cooper vs. Farmers' Mut. Ins. Co..621
Cooper vs. Frederick.....597
Cope vs. Cordova.....678
Coston vs. Allegheny Co. Mut. Ins. Co.....509, 511
Cottrill vs. Cramer.....343
Coursin vs. Penn. Ins. Co.....714
Cox vs. Heisley.....676
Cox vs. U. S.....334
Crafts vs. Union M. F. Ins. Co...33,434
Cragin vs. Cragin.....851
Crary vs. Ins. Co.....227
Crawford Co. Mut. Ins. Co. vs. Cochran.....758, 790
Crawshaw vs. Rosebury.....667
Crocker vs. Bellangee.....413
Cromwell vs. Co. of Sac.....446
Cullen vs. Butler.....868,870,873
Cullen vs. Springfield Ins. Co.....253
Cumberland Valley Ins. Co. vs. Herbert.....23
Cumberland Valley Mut. Protection Ins. Co. vs. Douglas.....128
Cunningham vs. Smith's Adv.....770
Curran vs. Rummell.....343

PAGE

Curry vs. Commercial Ins. Co.....246
Cutler vs. Gilbreth.....625
Cutts vs. Phalen.....335
Dale vs. Land Co.....511
Dalton vs. Daniels.....549
Daly vs. National Life Ins. Co.....242
Damount vs. N. O. & C. Ry.....927
Daniel's Ch. Pr.....22
Daniels vs. Hudson River F. Ins.Co. 349, 352, 548
D'Arcy vs. Ketchum.....352
Darrell vs. Tibbetts.....239
Davidson vs. Burnard.....868
Davis vs. Gray.....37
Davis vs. West.....920
Dawson vs. Vaughan.....232
Decatur Bank vs. St. Louis Bank...376
Decker vs. Boice.....819
Deere vs. Chapman.....49
Deforest vs. Fullers' Fire Ins. Co .459
Deforest vs. Fulton Ins. Co ...679, 682
Deland vs. Richardson.....938
Delancey vs. Ins. Co.....608
Dem vs. Hart Ins. Co.....608
Dennison vs. St. Louis Co.....666
Desilver vs. Ins. Co.....262, 270, 427
Dezell vs. Adell.....752
Desmazes vs. Mut. Ben. Life Ins. Co..190, 191, 193, 349, 351, 352, 535
Devanz vs. Anson.....870
Dexter vs. Norton.....118
Dickinson vs. Burke.....114
Diehl vs. Adams Co. Ins. Co....517,757
Diggle vs. Boulden.....34
Dillon vs. Allen.....335
Dillon vs. Conn. Mut. Life Ins. Co..911
Dillon on Municipal Corporations..667
Dillon on Removals.....456
Diligent F. Co. vs. Commonwealth.511
Dillard vs. Manhattan L fe Ins. Co..124
Dingman vs. Amsinck.....811
Dixon vs. Livingstone Co.....666
Dixon vs. Sadler.....869, 871, 870, 868 869, 870, 871
Doane vs. Dunham.....549
Dodge vs. Ins. Co.....931
Dolliver vs. St. Joseph F. & M. Ins. Co.....617
Donalley vs. Hardy.....861
Doremus vs. Williams.....423
Dorr vs. Phœnix Mut. L. Ins. Co...535
Dorr vs. Stockdale.....597, 604
Donville vs. Sun Mut. Ins. Co.....800
Dow, *In re*.....493
Doyle vs. Continental Ins. Co.....369
Draper vs. Charter Oak Ins. Co.....382
Driggs, Adm'r vs. Abbott.....740
Driesbach vs. Becker.....511
Ducat vs. Chicago.....369
Dudgeon vs. Pembroke....869, 875, 878
Duncan vs. Jaudon.....905, 911
Duncan vs. Kirkpatrick.....31

PAGE

Durrant vs. Friend.....559
Duvall vs. Goodson..... 58
Eagan vs. Ætna Ins. Co.....857
Earl vs. Tupper.....741
Eberman vs. Reitzel.....892
Edgecombe vs. Rodd.....892
Edmunds vs. Mut. State Ins. Co...347
Edmunds vs. Mut. Safety Ins. Co..435
Edwards vs. Ins. Co.....757
Edwards vs. West..... 77
Eilenberger vs. Protective Mut. Fire Ins. Co.....621, 716
Eliason vs. Henshaw.....351
Ellis on Ins..... 37
Elwell vs. Chamberlin.....499
Erdman vs. Mut. Ins. Co.....64, 203
Estate of Malone.....200
Eureka Ins. Co. vs. Robinson.....662
Evans vs. Coventry.....638
Evans vs. Home Ins. Co.....836
Evans vs. Llewellyn.....102
Evans vs. U. S. L. Ins. Co.....118,120
Evertson vs. Booth.....493
Excelsior Ins. Co. vs. Royal Ins. Co.473 474
Expressman's Aid Soc. vs. Lewis, et al 199
Eyer vs. Marine Ins. Co.....681
Falls vs. Conway Ins. Co.....384
Farmers, etc., Bank vs. Transfer Co.597
Farmers, etc., Co. vs. Harrah.....233
Farmers' Mut. L. Ins. Co. vs. Moyer.716 758
Farmers' and Mechanics' Bank vs. King.....910
Farmers & Mech. F. Ins. Co. vs. Meckes.....717
Farmers' & Millers' Bank vs. Sawyer.344
Farmers, etc., Trust Co. vs. Harmony, etc., Ins. Co.....713
Farnum vs. Boutelle.....494
Fawcas vs. Sarsfield.....868
Federal Ins. Co. vs. Robinson..... 31
Ferrett vs. Bartlett.....610
Field on Corporations.....462
Filson vs. Hines.....892
Filton vs. Accidental Death Ins. Co..878
Finley vs. Lycoming Ins. Co..... 22
Fire Ass'n vs. Williamson.....262
Fitchburg Savings Bank vs. Amazon Ins. Co..... 34
Flanders vs. McVicker.....290
Flanders on Fire Insurance ...517, 552
Flanders on Law of Shipping.....676
Flint, etc., Ry. Co. vs. Gordon.....698
Flynn vs. McKinley.....696
Foley vs. Hill.....911
Foote vs. Hartford Ins. Co 347
Forrest vs. Edwin Forrest Home..795
Forest Home vs. Keeler.....685, 795
Foster vs. Equitable Ins. Co.....608
Foster vs. Gile.....634

PAGE

Foster vs. U. S. Ins. Co.....459
Foster vs. Van Reed..473, 475, 478, 479
Fountain vs. Boatman's Sav. Inst...664
Fowler vs. N. Y. Indem. Ins. Co.....857
Fox vs. Penn. Mut. Life Ins. Co ..430
Francis vs. Ins. Co.....261, 266
Franklin vs. Atlantic F. Ins. Co.....716
Franklin Fire Ins. Co. vs. Brock .517
Franklin F. Ins. Co. vs. Coates..266, 665
Franklin F. Ins. Co. vs. Colt.....836
Franklin L. Ins. Co. vs. Lefion... .769
Franklin Sav. Institution vs. Central Ins. Co..... 34
Fraternal Mut. Ins. Co. vs. Appellgate..... .112
Freely vs. Ins. Co.....427
Freeman vs. Cooke.....753
Freeman on Judgments 593
Freeman vs. Fulton F. Ins. Co 858
Friesmuth vs. Agawam Ins. Co.....435
Frith vs. Cartland.....908
Frost vs. Saratoga Co.....753
Fuller vs. Chamberlain..... 741
Fulton vs. Golden.....685, 795
Fulton vs. Wood.....892
Galvin vs. Wallen.....861
Gambs vs. Covenant Mut. Life Ins. Co 199, 593, 634
Gans vs. St. Paul F. & M. Ins. Co...307 859
Garden vs. Ingram.....77, 559
Garrett vs. R. R. Co.....926
Gasconade Co. vs. Saunders.....667
Gay et ux. vs. Rogers' Estate.....740
General Interest Ins. Co. vs. Ruggles.676
General Statutes of Missouri..... 65
Genesee Chief.....349
George vs. Surrey.....151
George vs. Williamson..... 576
Germania F. Ins. Co. vs. McKee...618
Gibson vs. Union Rolling Mill Co..305
Gill vs. Balis.....461
Gillespie vs. Towance.....938
Girard Co. vs. Ins. Co..... 261
Girard Ins. Co. vs. Mut. L. Ins. Co.758
Godbold vs. Branch Bank..... 45
Goddard vs. Monitor Ins. Co..... 381
Goldsmith vs. Home Ins. Co.....367
Good vs. Fogg..... 49
Gordon & Walker vs. Little....678, 689
Gorely, *Ex parte*.....77, 78
Gould vs. Emerson.....793, 850
Gould vs. York Co. Mut. F. Ins. Co.435
Gould's Pleading.....861
Governors of Almshouse vs. American Art Union..... 64
Grafton Bank vs. Flanders.....151
Grannis vs. Hooker.....290, 291
Grant vs. Howard Ins. Co..... ..131
Green vs. Collins.....191, 349, 352
Greenleaf on Co-Section.....860
Greenleaf on Evidence.105, 664, 850, 858

PAGE

Greenough vs. Coal Co 789
Greenwood vs. Curtis.... ... .351
Grigsby vs. St. Louis Mut. L. Ins. Co.....274
Grolier vs. Puymirol.....442
Grosvenor vs. Atlantic Ins. Co.. .. 34
Gunther vs. Atwell.....679
Gurner vs. City of Brunswick..685, 795
Haas vs. C. & N. W. R. R. Co..... 19
Hale vs. Ins. Co.....841
Hall vs. DeCuir.....349
Hall vs. Hinckley.....291
Hall & Long vs. R.R. Co.....454
Haly vs. Brown.....757
Hamilton vs. Lycoming Mut. Ins. Co. 23
Hamilton vs. Mutual Life Ins. Co...124
Hammond vs. Amer. Mut. L. Ins. Co. 124
Hannah vs. Moberly Bank.....597
Hannibal & St. Jos. R. R. Co. vs. Marion Co.....667
Hardie vs. Ins. Co.....334
Harding vs. Cooper.....892
Harmony vs. Bingham.....118
Harriman vs. Harriman.....343
Harris vs. Runnels.....350
Harris vs. York Mut. Ins. Co..... 714
Hart, et al. vs. Western R.R. Corps. 454
Hathorn vs. Germania Ins. Co .780, 783
Haverhill Ins. Co. vs. Prescott.....366
Hawkes vs. Ins. Co.....664
Hayer vs. Commissioner of Wash. Co..... 31
Hayner vs. Amer. Pop. L. Ins. Co..832
Hays & Wick vs. Lynn.....757
Hayward vs. Ins. Co.....663
Hayward vs. National Ins. Co.....859
Heald vs. Cooper.....549
Hearing, Succession of.....315
Heeber vs. Eagle Ins. Co.....351
Helme vs. Ins. Co.....261, 272
Helene vs. Philadelphia L. Ins. Co. 679
Hen. Black.....270
Henning vs. U. S. Ins. Co..... ..660
Henry vs. Tilson..... 352
Herman vs. Merchants' Ins. Co. ...745
Hickey vs. R. R. Co.....926
Hiedleback, *Ex parte*..... 191, 351
High on Receivers.....461, 597
Hill vs. Spear..... ..351
Hill vs. Boston.....349
Hilliard on Contracts.....679
Hillyard vs. Mut. Ben. L. Ins. Co.. 124
Hinman vs. Hartford Ins. Co.....857
Hipple vs. Rice.....892
Hitchcock vs. N. U. Ins. Co.....374
Hodges vs. Eastman.....608
Hodges vs. N. E. Screw Co..... 45
Hoff vs. Ætna Ins. Co..... 607
Hoffman vs. Banks..... ...233
Hoffman vs. Ins. Co.....253
Holbrook vs. St. Paul F. & M. Ins. Co.....734

PAGE

Hol. vs. Am. Co.....608
Holey vs. Dorchester Ins. Co.....608
Holthausen *Ex parte*.....191
Holbrook vs. American Ins. Co.....475
Holden vs. Putman F. Ins. Co..781, 783
Holland vs. State.....376
Hollingsworth vs. Germania Ins. Co. 781
Hollocher vs. Hollocher.....664
Home Ins. Co. vs. Augusta.....369
Home Ins. Co. vs. Stanchfield 447
Home Mut. Ins. Co. vs. Houslein...374
Honore vs. Lamar Fire Ins. Co.....473
Hooker vs. Eagle Bank 423
Hope Ins. Co. vs. Broklosby.....858
Horton vs. Equitable Life Asse. Soc..431
Horton vs. Ingersoll.....697
Hort's Case... 494
Howell vs. Knickerbocker Ins. Co. 118, 149
Howorth vs. Scarce... 861
Hoxie vs. Providence Mut. Ins. Co..374
Hoyt vs. Mut. Benefit L. Ins. Co...148
Hubner vs. Eagle Ins. Co.....350
Huddy vs. Havens..... 795
Hull vs. N.W. Mut. L. Ins. Co. 262, 274
Hummell's Appeal.....309, 511, 789
Hunt vs. Maybee.... 139
Hunter vs. Royal Ins. Co.....686
Huntress vs. Burbank.....793
Hurst vs. Watkis... 301
Hutchins vs. N. E. Coal Co.....191
Hutton vs. Waterloo Life Ass. Co...431
Hyde vs. Goodnow.....334, 351
Hyde vs. Lynde.....23, 24, 597
Inland Ins. Co. vs. Stauffer.....519
Illinois Mason's Benev. Soc. vs. Baldwin..... 64
Imhoff vs. Ry..... 307
Indianapolis R. W. Co. vs. Sumners. 232
Ingraham vs. Hart.....160
Inland Ins. Co. vs. Stauffer. 270, 716, 757, 758, 759
Ins. Co. vs. Brant.....634
Ins. Co. vs. Brock.....517
Ins. Co. vs. Coates.....261
Ins. Co. vs. Connor..... .....22, 551
Ins. Co. vs. Eggleston.....154
Ins. Co. vs. Erie Railway Co.....454
Ins. Co. vs. Field.....593
Ins. Co. vs. France.....113
Ins. Co. vs. Gottman.....270
Ins. Co. vs. Harvey.....553, 554
Ins. Co. vs. Kennedy.....334
Ins. Co. vs. Lawrence.....266
Ins. Co. vs. Mahone.....503
Ins. Co. vs. Mills.....160
Ins. Co. vs. Morse.....369
Ins. Co. vs. Norton.....154
Ins. Co. vs. Oglesby.....511
Ins. Co. vs. Oil Co.....227
Ins. Co. vs. Pierce.....155
Ins. Co. vs. Robertson..... 155

PAGE

Ins. Co. vs Schreffler. 261, 266, 518, 757, 758
Ins. Co. vs. Sennett. 756
Ins. Co. vs. Taylor. 518, 758
Ins. Co. vs. Todd. 758
Ins. Co. vs. Updegraff. 518
Ins. Co. vs. Warner. 515
Ins. Co. vs. Webster. 781
Ins. Co. vs. Wilkinson. 622, 830, 859
Ins. Co. vs. Williamson. 270
Ins. Co. vs. Wolff. 155
Ins. Co. vs. Wright. 253
Ins. Co. vs. Young's Adm'r. 37
Ionides vs. Universal Mar. Ins. Co. 878
Irving vs. Excelsior F. Ins. Co. 932
Irving vs. Richardson. 479
Jackson vs. Hillas. 296
Jackson vs. Mass. Ins. Co. 356
Jackson vs. Union Mar. Ins. Co. 868
Jander vs. State. 861
Jarman on Wills. 391
Jervis vs. Smith. 492, 494
Johnson vs. Ins. Co. 607
Johnson vs. Ogilbee. 511
Johnson vs. Phœnix Ins. Co. 380
Johnson vs. School District. 666
Johnson vs. Southern Mutual L. Ins. Co. 535
Johnson vs. Union M. & F. Ins. Co. 610
Jones vs. Brooklyn L. Ins. Co. 499
Jones vs. Renwick. 296
Jones vs. Wardell. 757
Judson vs. Easton. 127
Kane vs. Hamilton Ridg. P. C. 123
Kay's Law of Shipmasters. 19
Kearney vs. C. M. & S. P. R. R. Co. 19
Kelly vs. Commonwealth. 661
Kelly vs. Home Ins. Co. 610
Kelly vs. Home & Croton Ins. Co's. 607
Kelly vs. Mann. 929
Kelly vs. Solari. 304
Kelly vs. Worcester Ins. Co. 607
Kendrick vs. Cypert. 46
Kennebec Co. vs. Augusta Ins. Co. 352
Kensington Bank vs. Yerkes. 262
Kent's Commentaries. 197
Kentucky Masonic Ins. Co. vs. Miller, Admr. 58, 64
Kernan vs. Howard. 196, 203, 634
Kernochan vs. N. Y. Bowery F. Ins. Co. 474, 475
Kibbe vs. Hamilton Mut. Ins. Co. 382, 857
Kimball vs. Howard Ins. Co. 435
Kimball vs. Ins. Co. 757
Kimball vs. Ladd. 741
King vs. Elliott. 511
King vs. State, etc., Ins. Co. 474
Kingsley vs. Ins. Co. 261
Kingston, *Ex parte, in re* Gross. 906
Kline vs. Ins. Co. 757
Knatchbull vs. Hallett *in re* Hallett's estate. 909

PAGE

Knickerbocker Life Ins. Co. vs. Deitz 535, 793, 851
Knickerbocker Life Ins. Co. vs. Weitz. 851
Knight vs. Eureka F. & M. Ins. Co. 676
Knorr Case. 416
Knowlton vs. Congress and Empire Spring Co. 795
Koch vs. Williamsport Water Co. 510, 511
Koelges vs. Guardian Ins. Co. 106, 114
Kohm vs. Ins. Co. of N. A. 70
Koons vs. Miller. 678
Kronk vs. Birmingham Ins. Co. 617
Krugh vs. Lycoming F. Ins. Co 511
Kuyler, Succession of. 145, 315
Laber vs. Cooper. 917
Lafayette R. R. Co. vs. Elunan. 858
Landrum vs. Knowles. 145, 199, 575
Langden vs. Minnesota Ins. Co. 34, 434
Larkin vs. McMillin. 573
Lawrence vs. National Fire Ins. Co. 610
Lawrence vs. Ins. Co. 607
Leaming vs. Wise. 757
Lee vs. Howard Ins. Co. 435
Lee vs. Sandy Hill. 462
Lees vs. Whiteley. 77, 559
Legathen vs. Farmers F. Ins. Co. 858
Legg vs. Drake. 107, 113
Legg vs. Legg. 160
Leidersdorf vs. Flint. 816
Leigh vs. Knickerbocker L. Ins. Co. 124
Lemon vs. Phœnix Mut. L. Ins. Co. 199
Lenox vs. U. S. Ins. Co. 505
Leonard vs. Rye. 705
Leslie vs. Knickerbocker L. Ins. Co. 859
Lett vs. Homer. 858
Lewis vs. Fire Ins. Co. 260, 266
Little vs. Downing. 710
Littleton's Digest. 679
Livingston vs. Stickles. 253
Lloyd *In re* Wm. 493
Lloyd vs. Loring. 808
Lloyd vs. Lynch. 696
London Assur. Corp. vs. Sainsbury. 454
Lorg vs. Dorsey. 829
Longhurst vs. Star Ins. Co. 503
Loring vs. Manufrs. Ins. Co. 34, 347, 841
Louisiana Nat. Bank vs. N. Y. Life Ins. Co. 319
Lovelock vs. Cheveley. 301
Lowe vs. Hyde. 252
Lowry vs. Russell. 549
Locke vs. N. Amer. Ins. Co. 712
Lucas vs. R. R. Co. 926
Lurner vs. Paray. 832
Luth. Ev. Church vs. Gristgan. 290
Lycoming Co. Mut. Ins. Co. vs. Schreffler. 519
Lycoming Mut. Ins. Co. vs. Sailer. 708
Lycoming Mut. Ins. Co. vs. Schollenberger. 758
Lycoming Mut. Ins. Co. vs. Storrs. 708
Lyfuey vs. Selly. 753

PAGE

Lyman vs. Babcock 252
Lynch vs. Dalzell 860
Lyon vs. Waldo 630
Lyons vs. Robbins 51

McAvoy vs. Wright 828
McBlair vs. Gibbes 335
McClausland vs. Ralston 335
McComas vs. Ins. Co 226, 665
McCracken vs. San Francisco 149
McCreight vs. Stevens 296
McCullough vs. Sterling Furniture Co. 686
McCullum vs. Coxe 424
McDonough vs. Winchester 837
McEvers vs. Lawrence 757
McGinney vs. Phœnix F. Ins. Co 712
McIntire vs. Norwich F. Ins. Co 374
McIntyre vs. Parks 351
McLean vs. C. & St. P. R. R. Co 795
McMasters vs. Fire Ins. Co. 260, 266, 506
McMasters vs. Penn R. R. Co. 678, 679, 681
M. & T. Ry. vs. Mississippi 415
Mack vs. Mack 423
Mackey vs. Mut. Ben. Ins. Co 148
Macomber vs. Howard F. Ins. Co 610
Maher vs Hibernia Ins. Co 858
Mahew vs. Phœnix Ins. Co 103
Maiel vs. Rider 696
Maine Mut. Ins. Co. vs. Pickering. 22, 24
Malleable Iron Works vs. Phœnix Ins. Co 229
Manhattan F. Ins. Co. vs. Wrill 859
Manhattan Ins. Co. vs. Baker 615
Manhattan Life Ins. Co. vs. Hoelzle. 274
Manhattan Life Ins. Co. vs. Warwick 124
Mann vs Pentz 598
Marcus vs. St. Louis Mut. L. Ins. Co. 937
Markey vs. Mut. Ben. Ins. Co. 190, 350, 353
Marine Ins. Co. vs. Hodgson 447, 593
Marine Ins. Co. vs. Mut. Marine Ins. Co 661
Marshall vs. Columbia Mut. F. Ins. Co 511
Martine vs. Internat. L. Ins. Co 124
Martineau vs. Kitching 16
Marvin vs. Stone 506
Mason vs. Bagg 493
Mason vs. Harvey 260
Mason vs. Sainsbury 454
Mason's Benevolent Soc. vs. Winthrop 64
Mass. Life Ins. Co. vs. Eshelman. 393
Mattocks vs. Stearns 741
Maupin vs. Franklin Co 666
May on Insurance 22, 23, 431, 435, 436, 506, 615, 661, 663, 664, 665, 690, 836
May vs. LeClaire 911

PAGE

May et al. vs. Buckeye Ins. Co. 859
Mayer vs. Ins. Co 155
Mayer, etc. vs. Dargan 359
Mayor of Mobile vs. Stonewall Ins. Co 359
Mead vs. N. W. Ins. Co 610
Mellen vs. Whipple 850
Mellen vs. Hamilton Ins. Co 134, 757
Mentz vs. Ins. Co 757
Mercantile Ins. Co. vs. Caleb 479
Merch. Mut. Ins. Co. vs. Sweet 20
Merchants' Nat. Bank vs. Thompson 457
Merchants' Trading Co. vs. Universal Mar. Ins. Co 869
Meredith's Emerigon 869
Merrill vs. Agricultural Ins. Co. 435, 747
Mers vs. Franklin Ins. Co 846
Metcalf on Contracts 850
Metallic Compression Casting Co. vs. Fitchburg R. R. Co 480
Midgeley vs. Slocum 494
Millerd vs. Thorn 497
Miller vs. Darling 655
Miller vs. Great Republic Ins. Co 597
Miller vs. Ins. Co 266
Miller vs. Life Ins. Co 260
Miller vs. Phœnix Ins. Co 830, 858
Miller vs. Mut. Ben. L. Ins. Co 431, 432, 830
Miller vs. Mutual Ins. Co 859
Milliken vs. Pratt 351
Mills vs. Bank 679
Millwood vs. Walter 301
Miner vs. Phœnix Ins Co 307, 859
Mitchell vs. Ins. Co 789
Mitchell vs. Lycoming Mut. Ins. Co. 517
Moliere vs. Pa. F. Ins. Co 229
Montgomery vs. Phœnix Mut. L. Ins. Co 535
Moore vs. Remington 607
Moor's Ex'rs vs. Patterson 757
Morgan vs. McKee 757
Morrill vs. Foster 112
Morris vs. Penn. Mut. Life Ins. Co. 193, 349, 352
Morse vs. Gilman 290
Morse vs. Ins. Co 252
Morton vs. Morton 424
Mory on Insurance 464
Mowry vs. Home Life Ins. Co 431
Muhleman vs. National Ins. Co 859
Mulliner vs. Guardian Mut. Ins. Co. 189
Murdock vs. Chenango Ins. Co 857
Murphy vs. Ins. Co 160
Murray vs. Holden 685, 686, 795
Mut. Ben. Life Ins. Co. vs. Atwood. 124
Mut. Ben. Life Ins. Co. vs. Holterhoff 430, 431
Mutual Ins. Co. vs. Applegate 189
Mut. Ins. Co. vs. Bower 99
Mut. F. Ins. Co. vs. Butler 553

PAGE

Mut. Fire Ins. Co. vs. Coatsville Factory 421
Mygatt vs. N. Y. Protection Co..... 587
Nathan vs. Whitlock..... 598
National Bank vs. Ins. Co..... 253, 907
National Bank of Oxford vs. Kirk.. 893
Nelson vs. Cowing 229
Nevins vs. Rockingham M. F. Ins. Co..... 34
New England, etc. vs. Robinson.... 661
N. J. Life Ins. Co. vs. Baker..... 503
Newmark vs. Ins. Co..... 665
Newton vs. Ins. Co..... 523
N. Y. & N. H. R. R. Co. vs. Schuyler..... 461
N. Y. Life Ins. Co. vs. Clopton..... 124
N. Y. Life Ins. Co. vs. Hendren..... 124
N. Y. Life Ins. Co. vs. Statham.... 124, 529
N. Y. Warehouse and Security Co. vs. Loomis..... 795
Niagara F. Ins. Co. vs. Degraff..... 610
Norden Steam Co. vs. Dempsey 549
Norris vs. Harrison..... 559
North of England Ins. Co. vs. Armstrong..... 720
N. W. L. M. Ins. Co. vs. Germania F. Ins. Co..... 92
Norwich vs. Ins. Co..... 266
Norwich F. Ins. Co. vs. Boomer.... 473, 475
Noyes vs. Ins. Co..... 266
O. & M. Ry. Co. vs. Hemmersley.. 858
Ogden vs. Saunders..... 352
Ohde vs. N. W. Mut. Life Ins. Co.. 262, 275
Ohio Mut. Ins. Co. vs. Marietta Woolen Factory..... 587
Oliver vs. Green..... 682
Oliver vs. Mut. Com. Ins. Co..... 503
Oliver vs. Piatt..... 911
O'Neil vs. Fire Ins. Co..... 261, 265
Ordway vs. Central Nat. Bank..... 915
Orell vs. Hampden Ins. Co..... 347
Orient Mut. Ins. Co. vs. Wright.... 800
Osborn vs. U. S. Bank..... 793
Osgood vs. Laytin..... 598
Osgood vs. Strauss..... 511
Owens vs. Phillips..... 829
Paine vs. Meller..... 78
Palm vs. Medina Ins. Co..... 70
Palmer vs. Hall..... 686
Palmer vs. Stephens..... 152
Panuell vs. Hurley..... 906
Park on Insurance..... 681
Park vs. Matthews..... 511
Parker vs. Amazon Ins. Co..... 931
Parker vs. Clayton 861
Parker vs. Ins. Co..... 351
Parker vs. Dick..... 610
Parmalee vs. Hoffman Ins. Co..... 932
Parsons on Contracts..... 239, 396, 850

PAGE

Parsons' Law of Business..... 757
Parsons' Marine Insurance..... 800
Parsons on Partnership..... 808
Patterson vs. Harris..... 868
Patterson vs. Chalmers..... 676
Paul vs. Virginia..... 369
Peabody vs. Washington Ins. Co... 857
Pechner vs. Phœnix Ins. Co..... 957
Pelkington vs. Ins. Co..... 663
Pence vs. Conn. Mut. Life Ins. Co.. 200
Pennell vs. Deffell..... 908
Pennoy r vs. Neff..... 352, 443
Penn. Mut. Relief Ass'n vs. Folmer. 58
Penn. R. R. Co. vs. Werner..... 781
Penobscot R.R. Co. vs. Bartlett.... 191
People *ex rel.*, Daily vs. Livingstone. 139
People vs. Ryder 290
People vs. Security Life Ins. Co.... 639
People's F. Ins. Co. vs. Hartshorn & Co..... 510
Peoria Ins. Co. vs. Frost, et al..... 454
Perrin vs. Protection Ins. Co... 866, 871
Perry on Trusts 46
Perry vs. Lorillard F. Ins. Co..... 374
Perry vs. Wheelock 741
Peterson vs. The Mayor..... 667
Peterson vs. Sinclair..... 511, 512
Pettit vs. Hamlyn..... 291
Phelan vs. Boyland..... 696
Phillips vs. Barber..... 869
Phillips on Insurance. 505, 556, 681, 683 867
Phillips on International Law 119
Phœnix Ins. Co. vs. Abbott..... 793
Phœnix Ins. Co. vs. Bailey..... 447
Phœnix Ins. Co. vs. Stevenson..... 389
Phœnix Ins. Co. vs. Taylor..... 608
Phœnix Mut. Life Ins. Co. vs. Dunham 209
Pickup vs. Thames Mar. Ins. Co... 860
Piedmont & Arlington L. Ins. Co. vs. Ewing..... 37, 148, 189
Pierce vs. Empire Ins. Co..... 858
Pierce vs. Lawson..... 706
Pierce vs. Nashua & Co..... 859
Pilmer vs. State Bank..... 519
Pindar vs. Continental Ins. Co. ... 610
Pitt vs. Chambers 296
Pittsburgh vs. O'Neil..... 679
Plant vs. Gunn..... 892
Planters' Ins. Co. vs. Myers..... 70, 859
Planters' Ins. Co. vs Ray..... 70
Planters' Ins. Co. vs. Sorrels..... 857
Platt vs. Minn. Farm. Mut. F. Ins. Co..... 435
Poe vs. Newcastle..... 296
Pomeroy vs. Ins. Co..... 334
Pontchartrain R.R. Co. vs. Paulding. 45
Poole vs. Adams..... 77, 79, 559
Porter vs. Williams..... 598
Powers' Ex'rs vs. Administrator of Butler..... 593

PAGE

Post vs. Ætna Ins. Co. 464
Pratt vs. N. Y. C. R.R. Co 859
Pratt vs. N. Y. Ins. Co 608
Pratt vs. Radford, et al 457
Pratt vs. State 160
Prescott vs. Hayes 33, 434
Preston vs. Dunn 442
Preston vs. Ins. Co 795
Preston vs. Travelers' Ins. Co 686
Prindle vs. Caruthers 290
Pritchard vs. Merch. & Tradesmens' Ins. Co 149
Provident L. Ins. Co. vs. Baum 769
Purdon's Digest 510
Purdere vs. Stevenson 861
Puser vs. Desbouverie 102
Quarner vs. Peabody Ins. Co 435
Quirk vs. Thomas 607, 608
Railroad vs. Bartlett 351
Railway Co. vs. Allerton 603
Ralph vs. Brown 261
Rappley vs. International Bank ... 51
Raun vs. Ins. Co 506
Rawley vs. Empire Ins. Co 716
Rawls vs. Amer. Ins. Co 189
Read vs. Penrose 511
Real Estate Sav. Inst. vs. Collonius. 663
Reaper City Ins. Co. vs. Jones 608
Reardon vs. St. Louis Co 666
Redfield on Railways 926
Redfield on Wills 198, 391
Redfield vs. Holland Purchase Ins. Co 713
Redman vs. Ins. Co 814
Rennell vs. Kimball 793
Reppy vs. Jefferson Co 667
Revere vs. Boston Copper Co 551
Reynard vs. Arnold 77
Reynolds vs. Accidental Ins. Co 878
Rhinehart vs. Allegheny Co. Mut. Ins. Co 511, 509, 512
Rhode vs. Bank 200
Rice vs. Tower 610
Richardson vs. Daggett 740
Richardson vs. Marine Ins. Co 610
Richmond vs. Ins. Co 506
Richmond vs. Niagara F. Ins. Co . 617
Ricker vs. Ins. Co 634
Ricker vs. Charter Oak Life Ins. Co. 196, 199, 642
Ricketts vs. Bennett 809
Riley vs. Hirst 511
Ripley vs. Ins. Co 227
Rising Sun Ins. Co. vs. Slaughter 858, 860
Roach vs. Ins. Co 227
Robb vs. Lessee 442
Robert vs. N. E. L. Ins. Co 921
Roberts vs. Kelley 741
Roberts vs. Ins. Co 307
Robson vs. Comstock 290
Robinson vs. International Life Ass'n Soc 124

PAGE

Robinson vs. Duval 200
Rochner vs. Knickerboker L. Ins. Co. 118
Rockingham Mutual Fire Ins. Co. vs. Mosher 454
Rogers vs. Ins. Co 260, 266
Rogers vs. Traders' Ins. Co 459
Rohrback vs. Germania F. Ins. Co. 855, 857
Rolfe vs. Rumford 114
Roper vs. Lendon 756
Rose vs. Rose 920
Rosenberger vs. F. Ins. Co 551
Rowe vs. Teed 916
Rowley vs. Empire Ins. Co 859
Russ vs. Ins. Co 351
Russian vs. Silva 679
Russum vs. St. Louis Mut. Life Ins. Co 262, 275
Runyon vs. Farmers, etc., Bank 597
Ryan vs. Ward 343
Safford vs. People 22
St. John vs. American Mut. L. Ins. Co 639
Sanbora vs. Firemen's Ins. Co 661
Sanders vs. Pope 920
Sandrum vs. Knowles 634
Sands vs. Hill 23, 25
Sands vs. N. Y. Life Ins. Co 119, 124
Sanford vs. H.—— 229
Sanger vs. Upton 186
Sansum's Digest 608
Savage vs. Howard Ins. Co 347, 374
Savage vs. Ins. Co 261, 266
Savigny Priv. Int. Law 351
Savings Institution 554
Sawbelle vs. Drew 519
Sawyer vs. Hoag 598
Sawyer vs. Hovey 671
Schenck vs. Fire Ins. Co 261, 266
Schimpf & Son vs. Lehigh Val. Mut. Ins. Co 23, 509, 511, 587, 588
Schmertz vs. Shreeve 810
Schmidt vs. Pfeil 291
Schœner vs. Hekla 92
Schreffler's Appeal 517
Schumitch vs. American Ins. Co 618
Schunck vs. Gegenseitiger Wittwen and Waisen Fond 63, 203, 253
Scott vs. Clinton R.R. Co 686
Scott vs. Depeyster 45
Scott vs. Pilkington 938
Scott vs. Surman 909
Scudder vs. Union Nat. Bank 351
Seamans vs. N. W. Mut. L. Ins. Co. 535
Sears vs. Currier 706
Security Life Ins. Co., *In re* 494
Sedgwick on Stat. & Const. Law 352
Seiveking Med. Adv. in Life Ins. 431
Senat vs. Porter 757
Sharpless vs. Welsh 511
Shattuck vs. Mutual Life Ins. Co 190, 193, 549

PAGE

Shaw vs. Merch. Nat. Bank....861
Shaw vs. Republic L. Ins. Co....832
Shaw vs. Spencer....905
Shaw vs. Turnpike Co....756
Shawmut vs. Peoples....741
Shea vs. Knoxville & Ky. R. R. Co... 45
Shea vs. Mabry.... 45
Shearman vs. Ins. Co....506
Sheldon vs. Atlantic F. & M. Ins. Co. 937
Shipman vs. O. & O. Ins. Co....610
Silverwood vs. Bellas....511
Sinclair vs. Maratime Pass. Ins. Co. 878
Singer Mf'g. Co. vs. Brown.... 232
Singerly vs. Fox.... 22
Skinner vs. Browenburg....861
Skinner vs. Dayton....920
Slee vs. Bloom.... ....554, 597
Sloman vs. Walter....920
Smith vs. Accident Ins. Co....878
Smith vs. Barstow....607
Smith vs. Bartram....160
Smith vs. Benson....858
Smith vs. Bowditch Mut. F. Ins. Co.... 712
Smith vs. Farm. & Mechanics Mut. Ins. Co.... 621, 714
Smith vs. Fisher....757
Smith vs. Ins. Co....253
Smith vs. Little 284
Smith vs. Union Ins. Co....341, 347
Smith vs. Wright.... .681
Snell vs. Ins. Co....503
Snelling vs. Chenels... 300
Snowden vs. Wardon....678, 679, 681
Somes vs. Brewer.... 413
Southcomb vs. Merriman....431
Southgate vs. Montgomery....424
Spackman vs. Evans....605
Spalding vs. Preston....610
Spalding vs. Rosa....118
Sparks vs. Purdy....667
Spering's Appeal.... 45
Sprague vs. Holland Purchase Ins. Co... 859
Springfield Ins. Co. vs. Allen....374
Springfield Ins. Co. vs. Brown....374
Strache vs. Ins. Co....931
Stackpole vs. Arnold....683
Starkie on Evidence....261
State *ex rel.* vs. Clark Co....667
State vs. Ware....361
State vs. Williams....376
State F. Ins. Co., *Re*....638
State Ins. Co. vs. Roberts....841
State Ins. Co. vs. Todd....520, 716
State Mut. F. Ins. Co. vs. Arthur...621
State Savings Asso. vs. Kellogg....598
Statham vs. N. Y. Lite Ins. Co....124
Steinbach vs. Relief F. Ins. Co....421
Stephens Commentaries....197
Sterling vs. Mercantile Ins. Co.... 22
Stevens vs. Warren.... 770

PAGE

Stewart vs. Robinson.... 149
Stillman vs. Huroe.... 676
Stillwell vs. Staples 16
Stockbridge Iron Co. vs. Hudson Iron Co.... 671
Stolle vs. Ætna F. Ins. Co.... .. .859
Story on Agency....149, 676
Story on Bailment.... ..118
Story on Confl. Laws....334
Story's Equity Jurisprudence 102, 305, 462, 493, 594
Story Eq. Pleading.... 598
Stough vs. Hatch....685
Stout vs. Ins. Co....227
Street vs. Sanborn....610
Stewart vs. McMinn....511
Suffolk F. Ins. Co. vs. Byden...473, 474
Sun Mut. Ins. Co. vs. Wright 809
Susquehanna Ins. Co. vs. Perrine..578
Sussex Ins. Co. vs. Woodruff. .473, 690
Swan vs. Snow.... .850
Swarthout et al. vs. C. & N. W. Ry. Co.... 455
Sweeney vs. R. R. Co....936
Sweet vs. Maupin.... ..464
Swich vs. Home Ins. Co....769
Swift vs. Mass. Mut. L. Ins. Co. 105, 112
Swift vs. Mutual Aid Asso. 200
Talman vs. Hanrahan....343
Taylor vs. Ætna Ins. Co.... 353
Taylor vs. Briggs....549
Taylor vs. Charter Oak L. Ins. Co..639
Taylor vs. Dunbar....868
Taylor vs. Ins. Co.... ..260, 261, 664
Taylor vs. Merchants' Ins. Co....351
Taylor vs. Mer. F. Ins. Co.... 70
Taylor vs. Miami Export Co....597
Taylor vs. Plumer....909
Taylor vs. Rockfeller ... .795
Terre vs. Ins. Co....427
Terry vs. Shively....823
Thayer vs. Middlesex Ins. Co....148
Thomas vs. Builders' Ins. Co....356
Thompson vs. Hopper....868
Thompson vs. Ins. Co....105
Thompson vs. Sloan.... 519
Thompson on Stockholders 462, 604
Thorne vs. Cramer....361
Thurber vs. Jones....291
Thurston vs. Murray.... 757
Thwing vs. Ins. Co.... 334
Tilton vs. Beecher 296
Tit vs. Vermont Mut. F. Ins. Co....608
Titus vs. Ash....740
Titus vs. Glens Falls Ins. Co....842
Tompkins vs. Dudley....118
Tompkins vs. Tompkins 593
Traders' Ins. Co. vs. Robert....712
Trager vs. Ins. Co.... 200
Trask vs. Ins. Ins. Co....427, 757
Trask vs. State Mut. Ins. Co....270
Trasker vs. Ins. Co....262

PAGE

Trough's Estate....575
Trull vs. Skinner....484
Truman vs. Ins. Co....757
Trustees vs. Brooklyn F. Ins. Co ...661
Tucker vs. Henniker....114
Turner vs. Burrows....678
Turquand vs. Marshall....45
Union Ins. Co. vs. Hoge....587
Union Ins. Co. vs. Thorner....858
Union Refining Co. vs. Bushnell...757
Union Trust Ins. Co. vs. Wilkinson.503
United States Bank vs. Burke....52
United States Dig....607, 608, 609
United States vs. Freeman....352
United States vs. State Bank....911
United States vs. Vaughan....511
Unity Assur. Asso. vs. Dugan....792
Upton vs. Hansborough....22
Upton vs. Tribilcock....463, 598
Van Allen vs. American Nat. Bank..910
Van Allen vs. Atchison, etc., the R. R. Co....686
Van Allen vs. Farmers' Joint Stock Co....937
Vanhearth vs. Turner....679
Van Mater vs. Ely....493
Vanness vs. Packard....681
Van Schaick vs. Niagara Ins. Co.129. 859
Van Valkenburgh vs. Amer. Pop. L. Ins. Co....430, 499
Von Valkenburgh vs. Lenox F. Ins. Co....781, 783
Van Zandt vs. Ins. Co....523
Viele vs. Germania Ins. Co....858
Vos vs. Robinson....260, 266
Wadsworth vs. Davis....23, 24
Wagner's Statutes of Missouri...65, 66, 573, 597, 599, 669
Wait's Practice....290
Walcolt vs. Lawrence Co....666, 667
Walker vs. Sargent....741
Walker vs. Stetson....114
Wallace vs. Hardacre....892
Wallace vs. Ins. Co....553
Wallace vs. Yeager....22
Walsh vs. Hartford F. Ins. Co..129, 857, 858
Walsh vs. Marine Ins. Co....260
Waring vs. Loder....470, 479
Warner vs. Penn. R. R. Co....686
Washington Ins. Co. vs. Haney....189
Washington Mut. F. Ins. Co. vs. Rosenberger....790
Watertown F. Ins. Co. vs. Simmons.617
Watson vs. Bagaley....511
Wayne vs. Steamboat *Gen. Pike*....549

PAGE

Weber vs. Kingsland....679
Webster vs. Ins. Co....92
Welch vs. Mandeville....424
Welcome vs. Peoples....741
West vs. West....296
West of England and South Wales District Bank vs. *Ex parte* Dale & Co....908, 910
Westchester Ins. Co. vs. Early....858
Western Ins. Co. vs. Cropper....253
Western vs. Genessee M. Ins. Co...351
Westfall vs. Stark....861
Wharton's Conflict of Laws....191, 351
Wheat on Int. Law....119
Wheaton vs. Wheeler....655
Wheeler vs. Conn. M.L. Ins. Co.274, 921
Wheeler vs. Russell....892
Whelan vs. Kinsley....160
Whitcomb vs. Phœnix Mut. Life Ins. Co....190, 193, 349, 351, 352
White vs. Brown....474
White vs. Connecticut Ins. Co....353
White vs. Hudson River Ins. Co....607
White vs. Smith, et al....517
Whitecomb vs. Jacob....909
Whited vs. Germania F. Ins. Co.855, 859
Whitehead vs. Universal L. Ins. Co.534, 536
Whitehouse vs. Continental Ins. Co.686
Whitmarsh vs. Conway Ins. Co....549
Whittier vs. Varney....741
Wilkie vs. Geddes....19
Willard's Equity....494
Wilson vs. Ætna Ins. Co....741
Wilson vs. Trumbull Ins. Co....22, 24
Wineland vs. Security Ins. Co....617
Winspear vs. Accident Ins. Co..876, 878
Wolfe vs. Howes....118
Wood vs. Drummer....598
Wood on Fire Insurance...23, 229, 239, 334, 609, 708, 712, 781, 836, 931
Wood vs. Griffin....740
Wood vs. Hinman....610
Wood, Walter A., Mowing, etc. vs. Caldwell....232
Woodbury Bank vs. Charter Oak Ins. Co....227, 503, 859
Wooddy vs. Old Dominion Ins. Co..617
Woodruff vs. Garner....400
Worthington vs. Charter Oak L. Ins. Co....124
Wrinchell vs. Jno. Hancock Mut. L. Ins. Co....535
Yates vs. Whyte....454
Yeager vs. Wallace....22
Yeaton vs. Fry....352